

# ITEL RAIL

55 Francisco  
San Francisco, California 94133  
(415) 955-9090  
Telex 34234

13888

2-363A075

RECORDATION NO. .... Filed 1425

DEC 29 1982-2 PM

December 14, 1982  
INTERSTATE COMMERCE COMMISSION

No. ....  
DEC 29 1982  
Date .....  
Fee \$..60.00

Ms. Agatha Mergenovich, Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

13888

ICC Washington, D. C. 20423

RECORDATION NO. .... Filed 1425

DEC 29 1982-2 50 PM

DEC 29 1982-2 50 PM

Dear Ms. Mergenovich:

INTERSTATE COMMERCE COMMISSION INTERSTATE COMMERCE COMMISSION

Pursuant to 49 U.S.C. Section 11303(a) and the Interstate Commerce Commission's rules and regulations thereunder, I enclose herewith on behalf of Itel Corporation for filing and recordation, four counterparts each of the following two documents:

Lease Agreement dated October 14, 1982 (the "Lease")  
between Itel Corporation, Rail Division and the  
Hartford & Slocomb Railroad Company.

Amendment Number 1 dated October 14, 1982 to the  
Lease.

The names and addresses of the parties to the aforementioned documents  
are:

1. Hartford and Slocomb Railroad Company  
P.O. Box 2243  
Dothan, Alabama 36301
2. Itel Corporation, Rail Division  
55 Francisco, 7th Floor  
San Francisco, California 94133

The equipment covered by the Lease and Amendment Number 1 is one  
hundred thirty (130) 60'10" 100-ton boxcars, bearing reporting marks HS60001-  
60130.

Also enclosed is a check in the amount of \$60.00 for the required recording  
fees.

RECEIVED

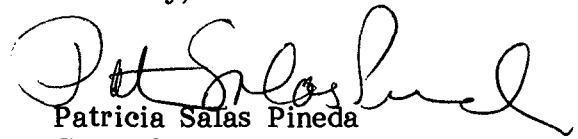
DEC 29 2 43 PM '82

INTERSTATE COMMERCE BR.  
60130

Ms. Agatha Mergenovich, Secretary  
December 14, 1982  
Page Two

Please stamp all counterparts of the enclosed Lease and Amendment Number 1 with your official recording stamp. You will wish to retain one (1) counterpart of each document for your files; it is requested that the remaining three (3) counterparts of each be returned to me by mail.

Sincerely,

  
Patricia Salas Pineda  
Counsel

PSP:dmm  
Enclosures

cc: Doug Drummond  
IteI Corporation

**Interstate Commerce Commission**  
Washington, D.C. 20423

12/29/82

OFFICE OF THE SECRETARY

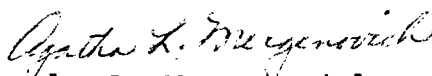
**Patricia Salas Pineda**  
**Itel Rail Division Corp.**  
**55 Francisco, 7th Floor**  
**San Francisco, Calif. 94133**

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **12/29/82** at **2:50pm**, and assigned re-recording number(s).

**13838, 13888-A & 13888-B**

Sincerely yours,

  
Agatha L. Mergenovich  
Secretary

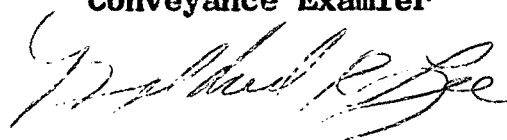
Enclosure(s)

**Please staple all work before sending it to me. include all document that you send me in the transmittal letter, or they will be sent back to you without a being stamped.**

**Yours Truly**

**Ms. Mildred R. Lee**

**Conveyance Examiner**



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(7/79)

L-0380  
10/11/82

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RECORDATION NO. \_\_\_\_\_ Filed 1425

AMENDMENT NO. 1

DEC 29 1982-2 50 PM

INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT NO. 1 (the "Amendment") to that certain Lease Agreement (the "Agreement") made as of October 14, 1982 between ITEL CORPORATION, RAIL DIVISION as lessor ("Lessor") and HARTFORD AND SLOCOMB RAILROAD COMPANY as lessee ("Lessee") is made this 14th day of October, 1982 by and between Lessor and Lessee.

W I T N E S S E T H :

WHEREAS, Lessor and Lessee are parties to the Agreement pursuant to which one hundred thirty (130) boxcars bearing the reporting marks HS 60001-60130 (hereinafter called collectively the "130 Cars") have been leased by Lessor to Lessee.

WHEREAS, Lessor and Lessee agree that it is to their mutual benefit to place the 130 Cars into an assignment pool on the railroad line of another party for a period of time in order to improve the utilization of and revenue from the 130 Cars.

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto agree to amend the Agreement as follows:

1. All terms defined in the Agreement shall have their defined meanings when used in this Amendment.
2. Equipment Schedule No. 1, attached to and incorporated into the Agreement, shall be amended by the deletion of the letters "XM" from the "AAR Mechanical Designation" column and by the substitution therefor of the letters "XP".
3.
  - A. The mechanical designation of the 130 Cars shall be changed and remarked from "XM" to "XP" at Lessor's expense.
  - B. If, at any later date, Lessor should desire to change the mechanical designation of any of the 130 Cars, Lessor shall be entitled to do so at its expense.
  - C. If, at any later date, Lessee should desire to change the mechanical designation of any of the 130 Cars (subject to the rules of the Association of American Railroads), Lessee shall be entitled to do so at Lessee's expense upon obtaining Lessor's prior written consent.
  - D. Upon any remarking and redesignation under Paragraphs 4.B. and 4.C. of this Amendment, Lessor shall attach to this Amendment a Certificate of Change, to be made a part hereof, describing both the previous and current mechanical designation of each of the 130 Cars.

- E. Lessor and Lessee agree that in accordance with the Assignment Agreement (as hereinafter defined) the 130 Cars shall be placed for a period of time into an assignment pool on the railroad lines of Illinois Central Gulf Railroad Company ("ICG") in order to improve the utilization of and revenue from the 130 Cars.
- F. For the purposes of Section 13 of the Agreement, Lessor hereby grants Lessee full power and authority to enter into, in the name of Lessee, an assignment agreement (to be hereinafter referred to as "Assignment Agreement") with ICG covering the 130 Cars. Under said Assignment Agreement, Lessee shall be empowered to place the 130 Cars in the possession of said ICG with the right in said ICG to utilize the 130 Cars in interline revenue service under Lessee's reporting marks. Such Assignment Agreement shall contain such terms and conditions as Lessor shall agree to, provided, however, Lessee shall take appropriate action to terminate the Assignment Agreement on the date of the next termination opportunity upon receiving instructions from Lessor to do so.
4. Nothing set forth in this Amendment with respect to the Lease represent a waiver by the parties hereto of any rights under the Lease or the Bankruptcy Code and is not an assumption of the Lease under the Bankruptcy Code, and in the event of rejection of the Lease by order of the Bankruptcy Court under the Bankruptcy Code, Lessee may claim pre-petition damages, if any, with respect to such rejection of the Lease.
5. Except as expressly modified by this Amendment, all terms and provisions of the Lease shall remain in full force and effect.
6. This Amendment may be executed by the parties hereto in any number of counterparts and all said counterparts taken together shall be deemed to constitute one and the same instrument.

ITEL CORPORATION,  
RAIL DIVISION

By: 

Title: President

Date: 11-23-82

HARTFORD AND SLOCOMB  
RAILROAD COMPANY

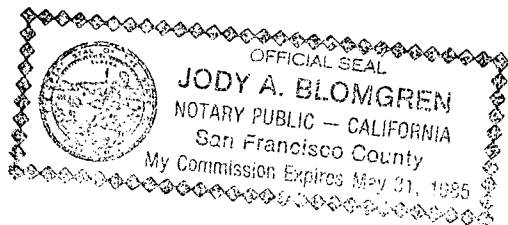
By: 

Title: President

Date: 11-8-82

STATE OF CALIFORNIA )  
 )  
COUNTY OF SAN FRANCISCO ) ss:

On this 23<sup>rd</sup> day of November, 1982, before me personally appeared Edward M. O'Dea, to me personally known, who being by me duly sworn says that such person is President of ITEL Corporation, Rail Division, that the foregoing Amendment No. 1 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Jody A. Blomgren  
Notary Public

STATE OF Alabama )  
 )  
COUNTY OF Houston ) ss:

On this 8<sup>th</sup> day of November, 1982, before me personally appeared C. F. Fischer III, to me personally known, who being by me duly sworn says that such person is President of Hartford and Slocumb Railroad Company, that the foregoing Amendment No. 1 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Joan Thompson  
Notary Public

